#### BEFORE THE PUBLIC SERVICE COMMISSION

## OF THE STATE OF DELAWARE

IN THE MATTER OF THE APPLICATION OF	)	
COMCAST OF NEW CASTLE COUNTY, LLC,	)	
D/B/A/ COMCAST CABLE, FOR THE	)	
COMMENCEMENT OF PROCEEDINGS	)	
PURSUANT TO 47 U.S.C. § 546 REGARDING	)	
THE RENEWAL OF THE CABLE TELEVISION	)	PSC DOCKET NO. 17-0507
FRANCHISE TO SERVE CERTAIN	)	
UNINCORPORATED AREAS OF NORTHERN	)	
NEW CASTLE COUNTY, DELAWARE	)	
(FILED MAY 30, 2017)	)	

## **ORDER NO. 9557**

### RENEWAL OF CABLE TELEVISION FRANCHISE

AND NOW, this 18<sup>th</sup> day of March 2020, the Public Service Commission ("Commission"), for the reasons set forth below, enters the following Order renewing the Cable Television Franchise held by Comcast Cablevision of New Castle County, LLC, d/b/a/ Comcast Cable<sup>1</sup> ("Comcast North NCC"), for an additional term of fifteen years, subject to the terms and conditions specified herein.

# PROCEDURAL HISTORY AND ORDER GRANTING RENEWAL

## A. <u>Background</u>

1. Comcast North NCC presently holds a Commission-approved franchise ("Franchise") to provide cable television service within a franchise territory in certain unincorporated areas of northern New Castle County, Delaware.<sup>2</sup> The Franchise had originally

<sup>&</sup>lt;sup>1</sup> Comcast of New Castle County, LLC, d/b/a/ Comcast Cable, is now Comcast of Delmarva, LLC.

<sup>&</sup>lt;sup>2</sup> This franchise area is only for certain unincorporated areas of northern New Castle County and is not to be confused with the other franchise area for New Castle County which includes the unincorporated areas south of the Chesapeake and Delaware Canal in New Castle County.

been encompassed within a consolidated franchise granted in November 2005. See PSC Order No. 6775 (Nov. 22, 2005).

- 2. The Franchise will expire on March 31, 2020, but includes a provision granting Comcast North NCC the option to request renewal of the Franchise for an additional period not to exceed fifteen years. See PSC Order No. 6774 at 6; see also, 26 Del. C. § 604(4) (requiring a provision in the franchise providing for the right of renewal after public hearing reviewing franchisee's performance and current qualifications).
- 3. On May 30, 2017, Comcast North NCC filed a letter with the Commission invoking the formal multi-step process for renewing a cable television system franchise in accordance with 47 U.S.C. § 546(a)-(d). As set forth in PSC Order No. 9115 (Sept. 14, 2017), the Commission thereafter held two (2) publicly noticed public comment sessions in furtherance of identifying future cable-related community needs and interests and to review Comcast North NCC's performance under its current franchise. 47 U.S.C. § 546(a). No public comments were received at the public comment sessions held on August 22 and 27, 2019, and no written public comments were filed in this docket. The above is summarized in the Hearing Examiner's report attached hereto as ATTACHMENT A.
- 4. Prior to the completion of the initial "identification and assessment" stage of the formal renewal process, Comcast North NCC tendered a renewal proposal pursuant to the alternative informal renewal procedures permitted under the provisions of 47 U.S.C. § 546(h). Those provisions permit a cable system operator to submit a proposal for the renewal of the franchise outside the three-step process set forth in 47 U.S.C. § 546(a)-(d) and allow the

franchising authority, after affording the public both notice and the opportunity for comment, to then either grant or deny such alternative proposal.

# B. <u>Legal Authority</u>

5. The Commission is empowered to grant franchises to cable television systems operating in the unincorporated areas of the State of Delaware. 26 *Del. C.* §§ 601-616. Moreover, under current state law, the Commission may renew a previously granted cable system franchise after conducting a public hearing for the sole purpose of reviewing the cable operator's performance and current qualifications. *See* 26 *Del. C.* § 604(4).

## C. Approval of Franchise Extension

- 6. The Commission accepts Comcast North NCC's proposal to extend the present Franchise for an additional fifteen years under the revised terms and conditions as set forth in the Franchise Agreement, attached hereto as ATTACHMENT B. The Commission's approval is based on the following. First, Comcast North NCC has been operating the system for almost thirty years, and it has the financial resources, managerial experience, and operational capabilities to continue adequately operating the cable system. Second, since its acquisition of the system, Comcast North NCC has made system upgrades and increased the number of television channel offerings. Third, the various public comment sessions did not reveal any public opposition to such renewal.
- 7. The Commission accepts Comcast North NCC's proposal to extend the present Franchise for an additional fifteen years under the revised terms and conditions as set forth in the Franchise Agreement, attached hereto in as ATTACHMENT B; provided, however, that the renewed franchise shall not be construed to effect, modify, or undermine Comcast North NCC's

obligations under any applicable federal and state law. Thus, any omission in the Franchise Agreement regarding an obligation or restraint imposed by state or federal law shall not be construed to relieve Comcast North NCC from complying with any state or federal statutory requirement. Additionally, any inconsistency in the Franchise Agreement with the obligations or restrictions imposed by federal or state law (or regulations adopted by the Commission to implement such laws) cannot survive, and must necessarily yield to, the statutory or regulatory obligation. See 26 Del. C. § 605(6).

# NOW, THEREFORE, IT IS HEREBY ORDERED BY THE AFFIRMATIVE VOTE OF NOT FEWER THAN THREE COMMISSIONERS:

- 1. The Commission renews, for an additional term of fifteen years, ending March 31, 2035, the non-exclusive Franchise presently authorizing Comcast North NCC to operate a cable television system under the terms and conditions contained in the Franchise Agreement attached hereto as ATTACHMENT B.
- 2. The Commission reserves the jurisdiction and authority to enter such further Orders in this matter as may be deemed necessary or proper.

## BY ORDER OF THE COMMISSION:

Chairman	

		Commissioner	_
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		Commissioner	_
ATTEST:			
Secretary			

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## ATTACHMENT A

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF DELAWARE

IN THE MATTER OF THE APPLICATION OF	)	×
COMCAST OF NEW CASTLE COUNTY,	)	
LLC, D/B/A/ COMCAST CABLE FOR THE	)	
COMMENCEMENT OF PROCEEDINGS	)	
PURSUANT TO 47 U.S.C. § 546 REGARDING	)	PSC DOCKET NO. 17-0507
THE RENEWAL OF THE CABLE	)	
TELEVISION FRANCHISE TO SERVE	)	
CERTAIN UNINCORPORATED AREAS OF	)	
NORTHERN NEW CASTLE COUNTY,	)	
DELAWARE	)	
(FILED MAY 30, 2017)	)	

FINDINGS AND RECOMMENDATIONS OF THE HEARING EXAMINER

MARK LAWRENCE SENIOR HEARING EXAMINER

DATED: March 9, 2020

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# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF DELAWARE

IN THE MATTER OF THE APPLICATION OF	)	
COMCAST OF NEW CASTLE COUNTY,	)	
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CERTAIN UNINCORPORATED AREAS OF	)	
NORTHERN NEW CASTLE COUNTY,	)	6
DELAWARE	)	
(FILED MAY 30, 2017)	)	

#### FINDINGS AND RECOMMENDATIONS OF THE HEARING EXAMINER

Mark Lawrence, duly appointed Hearing Examiner in this Docket pursuant to 26 *Del. C.* § 502 and 29 *Del. C.* ch. 101 and by Commission Order No. 9182 dated February 2, 2018, reports to the Commission as follows:

#### I. APPEARANCES

On behalf of Comcast of New Castle County, LLC, d/b/a/ Comcast Cable ("Comcast North NCC" or the "Company"):

By: CHRIS COMER

Director, Government and Regulatory Affairs

By: DONNA L. CULVER, ESQ.

Morris, Nichols, Arsht & Tunnell, LLP

On behalf of the Public Service Commission Staff ("Staff" or "Commission Staff"):

By: THOMAS D. WALSH, ESQ.

Deputy Attorney General

On behalf of the Division of the Public Advocate ("DPA" or "Public Advocate"):

By: REGINA A. IORII, ESQ. Deputy Attorney General

#### II. BACKGROUND

- 1. On May 30, 2017, Comcast of New Castle County, LLC, d/b/a/ Comcast Cable ("Comcast North NCC"), filed with the Commission to commence proceedings, pursuant to 47 U.S.C § 546, to renew its cable television franchise to serve certain unincorporated areas of northern New Castle County, Delaware.
- 2. Comcast North NCC is the holder of a fifteen (15) year cable television franchise issued by the Commission in November 2005 (the "Franchise") to provide cable television service in certain unincorporated areas of northern New Castle County (the "Franchise Territory"). The Franchise is set to expire on March 31, 2020, but includes a provision granting Comcast North NCC an option to request a renewal for an additional period not to exceed fifteen (15) years.
- 3. By PSC Order No. 9093, the Commission opened this Docket on July 25, 2017, designated R. Campbell Hay as the Hearing Examiner, and published public notice of this Docket. The Commission required that two (2) evening public comment sessions be held at appropriate locations within the Franchise Territory for the purpose of: (a) identifying the future cable-related community needs and interests; and (b) reviewing the performance of the cable operator under the Franchise during the current Franchise term.
- 4. The Division of Public Advocate intervened as a party on July 21, 2017, pursuant to its statutory right.
- 5. On September 7, 2017, Comcast North NCC filed a Motion to Extend the Deadline to File Public Notice (and proof thereof) and for Intervention. On September 14, 2017, by PSC Order No. 9115, the Commission granted Comcast North NCC's Motion holding that;

- (a) the application publication date was extended until September 22, 2017;<sup>1</sup> and (b) the intervention deadline was extended until October 20, 2017.
- 6. Comcast North NCC published its application in the Delaware State News on September 18, 2017, and in the Cape Gazette on September 19, 2017. Comcast North NCC filed its affidavits of publications with the Commission on October 2, 2017.
- 7. On October 23, 2017, Comcast North NCC filed a Notice of Intention to Propose Revisions to Franchise Agreement and Reservation of Rights.
- 8. On February 2, 2018, by PSC Order No. 9182, the Commission substituted Senior Hearing Examiner, Mark Lawrence, as the Hearing Examiner in this docket. He was assigned all responsibility that Hearing Examiner Hay was assigned in the opening order.
- 9. On March 3, 2020, Comcast North NCC filed its proof of Certificate of Liability Insurance.

## III. PUBLIC COMMENT SESSIONS

- 10. The Commission Secretary published notice of two public comment sessions in the Cape Gazette on August 2, 2019 and in The News Journal on August 10, 2019.
- 11. Two (2) public comment sessions were held. The first was held on August 22, 2019, and the second was held on August 27, 2019. No members of the public attended either session, and no public comments were filed.

#### IV. FINDINGS AND RECOMMENDATIONS

- 1. Pursuant to the Commission's instructions, I hereby submit for its consideration these proposed Findings and Recommendations.
  - 2. The Commission has jurisdiction in this matter pursuant to 26 *Del. C.* § 201(a).

<sup>&</sup>lt;sup>1</sup> The Commission also required Comcast North NCC to file Proof of Publication with the Commission on or before October 6, 2017.

3. During the renewal process no comments were received from the public; based

upon its review, Staff has no knowledge of any significant service or quality issues associated

with the franchise.

4. Comcast North NCC has met the requirements of 47 U.S.C. § 546(a-d) by

requesting a renewal of the franchise and filing a proposed franchise agreement.

5. Pursuant to 26 Del. C. § 604(4), the Commission may renew a previously granted

cable system franchise after conducting a public hearing for the sole purpose of reviewing the

cable operator's performance and current qualifications. Based upon the two public comment

sessions, I recommend that the Commission find that Comcast North NCC has satisfied this

requirement.

6. Based on the above, I recommend the Commission grant the proposed Order

approving the franchise agreement and extending the franchise for Comcast North NCC for a

period of fifteen years.

Respectfully submitted,

Mark Lawrence

Senior Hearing Examiner

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF DELAWARE

IN THE MATTER OF THE APPLICATION OF	)	
COMCAST OF NEW CASTLE COUNTY, LLC,	)	
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UNINCORPORATED AREAS OF NORTHERN	)	
NEW CASTLE COUNTY DELAWARE	)	
(FILED MAY 30, 2017)	)	

#### CABLE TELEVISION FRANCHISE AGREEMENT

#### I. INTRODUCTION

Comcast of New Castle County, LLC, d/b/a/ Comcast Cable<sup>1</sup> ("Comcast North NCC") presently holds a Commission-approved franchise ("Current Franchise") to provide cable television service within a franchise area in the unincorporated areas of northern New Castle County, Delaware. The Current Franchise, originally granted in 2005, will expire on March 31, 2020. See PSC Order No. 6775 (Nov. 22, 2005). Under the terms of the Current Franchise, it may be renewed for a term of up to fifteen (15) years.

#### II. DEFINITIONS - AS USED HEREIN 2

1. "AFFILIATE" when used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with such

Comcast Cable Vision of New Castle County, LLC, d/b/a/ Comcast Cable, is now Comcast of Delmarva, LLC.

<sup>&</sup>lt;sup>2</sup> When not inconsistent with the context, words used in the present tense include the future, words used to refer to the male include the female, and words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Person, but does not include Affiliates such as NBC Universal that are not involved with the use, management, operation, construction, repair and/or maintenance of Franchisee's Cable Systems.

- "ANNUAL BASIC SERVICE REGULATED REVENUE" means, and only includes, revenue related to Franchisee's provision of Cable Service over the Cable System in accordance with generally accepted accounting principles (GΛAP) as set forth under 26 *Del. C.* § 610(a)(4), and shall include, basic monthly service charges for cable service provided in the Franchise Area, but shall not include moneys received as installation charges, charges for reconnection, inspection, repairs, or modifications of any installation, or local, state or federal taxes relating thereto, or money received from: (a) sale of advertising time on cable channels; (b) rental or deposits on equipment or facilities; (c) the furnishing of special, premium, or payper-view programming not covered by the basic monthly service charge; (d) the furnishing of other duly authorized communications services either by private contract or as a carrier, including by way of example, but not limited to, leasing of channels; burglar alarm; AM or FM radio broadcasts; data transmission; information storage and retrieval; facsimile reproduction services; or shopping service channels; and (e) any source other than directly from the carriage of television signals.
- 3. "BASIC CABLE SERVICE" means any service tier that includes retransmissions of local television broadcast signals.
  - 4. "CABLE ACT" means The Communications Act of 1934, as amended.

- 5. "CABLE CHANNEL" or "CHANNEL" means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by FCC regulation).
- 6. "CABLE OPERATOR" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system.
- 7. "CABLE SERVICE" or "SERVICE" means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.
- 8. "CABLE SYSTEM" or "SYSTEM" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service, including Video Programming, and which is provided to multiple Subscribers within a community, but such term does not include: (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that

complies with Section 653 of the Cable Act; or (e) any facilities of any electric utility used solely for operating its electric utility systems.

- 9. "COMMISSION" or "PSC" means the Delaware Public Service Commission.
- 10. "FCC" means the Federal Communications Commission, a federal regulatory agency, as constituted by the Cable Act, as amended, or any successor agency created by the United States Congress.
- of Franchisee to anticipate and control. This includes a situation where the Franchisee is prevented or delayed in the performance of any of its obligations under this franchise by reasons of Acts of God, floods, fires, hurricanes, tornadoes, earthquakes, or other unavoidable casualty, acts of public enemy, insurrection, terrorism or threats of terrorism, war, riot, sabotage, vandalism, strikes, boycotts, lock-outs, labor disputes, shortage of labor, epidemic, freight embargoes, shortages or unavailability of materials or supplies, unusually severe weather conditions, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Franchisee is not primarily responsible, work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's network is attached, and unavailability of materials and/or qualified labor to perform the work necessary or other similar event beyond the reasonable control of the Franchisee.
  - 12. "FRANCHISE" means authorization lawfully adopted or agreed to by the PSC pursuant to 26 *Del. C.* Chapter 1, Subchapter VI, or renewal thereof (including a renewal which has been granted subject to § 626 [47 U.S.C. § 546] of the Cable Act) to construct or operate a Cable System or Systems, in whole or in part, within a county of the State of Delaware.

- 13. **"FRANCHISE AGREEMENT" or "AGREEMENT"** means this Agreement and any amendments or modifications hereto.
- 14. **"FRANCHISE AREA"** means certain unincorporated areas of New Castle County, Delaware, located above the Chesapeake and Delaware Canal.
- 15. "FRANCHISEE" means the entity to which the Franchise Agreement is granted or renewed. As used herein, the term refers to and means Comcast of New Castle County, LLC, d/b/a/ Comcast Cable, a limited liability company organized and existing under the laws of the State of Delaware.
- 16. "NORMAL BUSINESS HOURS" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.
- 17. "NORMAL OPERATING CONDITIONS" means those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).
- 18. "PERSON" means any individual, firm, partnership, association, joint stock company, limited liability company, trust, government entity, corporation, company, or organization of any kind or other legal entity.

- 19. "PUBLIC, EDUCATIONAL, OR GOVERNMENTAL ACCESS CHANNEL" or "PEG ACCESS CHANNEL" means a video channel which Franchisee may make available without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as specified in this Agreement in accordance with § 611 [47 U.S.C. § 531] of the Cable Act.
- 20. "SERVICE TIER" means a category of Cable Service provided by a Cable Operator and for which a separate rate is charged by the Cable Operator.
- 21. "SUBSCRIBER" means a Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.
- 22. "VIDEO PROGRAMMING" or "PROGRAMMING" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

#### III. TERMS AND CONDITIONS

- (a) Effective as of the date hereof, Franchisee is hereby granted a renewed non-exclusive Franchise to operate a Cable System to serve the Franchise Area described as certain unincorporated areas of New Castle County, Delaware, located north of the Chesapeake and Delaware Canal, said grant being expressly subject to the following terms and conditions which the Franchisee agrees to accept and honor.
- (b) Franchisee acknowledges and agrees that the Commission reserves the right to grant one or more additional Franchises or other authorizations to provide cable service within the Franchise Area; provided, however, Franchisee and the Commission acknowledge that no such franchise agreement shall contain terms or conditions more favorable or less burdensome

to the competitive entity than the material terms and conditions herein. If any such additional or competitive Franchise is granted by the Commission which, in the reasonable opinion of the Franchisee, contains more favorable or less burdensome terms or conditions than this Agreement, the Commission agrees that it shall not unreasonably withhold its consent to amend this Agreement to include any more favorable or less burdensome terms or conditions.

#### 1. Terms of the Franchise

- (a) The term of this renewed franchise shall be for a period of fifteen (15) years from the expiration date of the existing Franchise. The Franchisee shall have the option within the last thirty-six (36) months of this renewed franchise to request renewal of this Franchise Agreement for an additional period not to exceed fifteen (15) years.
- (b) Should the Franchisee seek further renewal of this franchise, the PSC shall conduct a full, open, and public renewal proceeding, upon prior notice, and shall provide an opportunity for all interested persons to be heard. The decision to renew, or to decline to renew, will be in accordance with the renewal provisions in § 626 [47 U.S.C. § 546] of the Cable Act. Should this Franchise Agreement be renewed by the PSC, all of the terms and provisions contained herein shall be controlling during the renewal period, except to the extent that such terms and provisions are modified by the PSC, or unless this Franchise Agreement is superseded by a new Franchise. Should the Franchisee not seek renewal of the Franchise Agreement, it shall remove all of its facilities from all public rights-of-way and facilities provided that such removal is reasonably deemed necessary for the public safety. Such removal shall be performed by the Franchisee at such time and in the manner prescribed by order of the PSC. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of a decision not to seek

renewal, revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

(c) Consistent with Title 26 *Del. C.* § 612, the PSC hereby awards and grants to Franchisee for the term and upon the covenants and conditions contained herein, permission to use and occupy the public highways, streets, roads, public ways, and compatible easements within the boundaries of the Franchise Area, for the purpose of installing, operating, and maintaining a Cable System. A map of Franchisee's current service area is included as Exhibit "A."

## 2. Property Damage and Public Liability Insurance

- (a) The Franchisee shall carry, and at all times maintain, Commercial General Liability Insurance with a responsible insurance company qualified and duly licensed to do business in the State of Delaware. The minimum amount of such insurance for bodily injury, death, and property damage shall be Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each occurrence. The failure to carry and maintain such insurance in the requisite amounts may result in the initiation of revocation proceedings, provided that the PSC provides the Franchisee with written notice of such proceedings and gives the Franchisee a reasonable time, in no event to exceed forty-five (45) days, to cure such alleged default.
- (b) Copies of Certificates of Insurance evidencing such insurance policies shall be filed with the PSC within ninety (90) days after the effective date hereof.

## 3. System Construction and Technical Standards

- (a) Construction, installation, and all maintenance of the Cable System shall be performed in an orderly and workmanlike manner. The Cable System shall be constructed, installed, operated, and maintained in a manner consistent with the National Electric Code and the National Electric Safety Code as such codes shall, from time to time, be amended, generally applicable laws, and FCC technical standards which, as the same may from time to time be amended, are, by this reference, hereby fully incorporated into this Franchise Agreement.
- (b) In accordance with FCC technical standards, the Franchisee shall render Cable Service, make repairs, and interrupt Cable Service only for good cause and for the shortest time reasonably possible. Under Normal Operating Conditions, such interruptions shall, to the extent reasonably possible, be preceded by notice and shall occur during periods of minimum System use. No notice shall be required for interruptions of Cable Service for planned maintenance or construction occurring between 12:00 midnight and 6:00 a.m.
- (c) The Franchisee shall not allow its Cable System or other cable-related operations to interfere with the lawful reception of telecommunications by persons not served by the Cable System, nor shall the Cable System interfere with, obstruct, or hinder in any manner, the operation of other communication systems.
- (d) In portions of the Franchise Area where all of the cables, wires, and other facilities of public utilities are placed underground after the date hereof, the Franchisee may be required to place all of its wires, cables, and facilities underground to the extent reasonably possible; provided, however, that such underground locations are capable of accommodating Franchisee's facilities without technical degradation of the Cable System's signal quality. Franchisee shall not be required to construct, operate, or maintain underground any ground-

mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals. If public funds are available for the purpose of defraying the cost of undergrounding of facilities, the Franchisee shall be notified of such funding and such funding shall be made available to Franchisee. In the event that funds are not available, Franchisee reserves the right to pass its costs through to its Subscribers in accordance with applicable law. Where aerial facilities are available for pole attachment, they may be used by the Franchisee.

(e) The Franchisee shall maintain on file maps or plots showing all existing streets or subdivisions served by the Cable System. Access to such maps or plots shall be afforded to the PSC by the Franchisee upon written request.

#### 4. Customer Service and Information

- (a) The Franchisee shall promptly resolve Service and billing complaints and shall establish clear written procedures for resolving all Subscriber complaints. Franchisee shall provide the Subscribers with a written response to a written complaint within thirty (30) days of its receipt. Such response shall include the results of its inquiry into the subject matter of the complaint, its conclusions based on the inquiry, and its decision in response to the complaint. The Franchisee shall maintain records pertaining to complaints for a period of twelve (12) months from the date of the complaint and shall record thereon the action taken on the complaint.
- (b) Not less than once a year, the Franchisee shall provide to each Subscriber, and each new Subscriber shall receive at the time of installation, a written description of the Cable Services offered, including prices and options for such video programming services. Such

explanation shall include installation and service policies, instruction on how to use the Cable Service, billing and complaint procedures, and a discussion of the privacy rights of Subscribers as required by applicable law.

- (c) The Franchisee shall report in writing to the PSC, upon written request, as to the nature of any and all written complaints which are not resolved within thirty (30) business days from the receipt of the complaint.
  - (d) The Franchisee shall comply with the applicable technical standards of the FCC.
- (e) Franchisee shall not unreasonably discriminate between or among any individuals in the availability of Cable Service. Franchisee shall not deny access to Cable Service to any group of potential residential cable Subscribers because of the income of the residents of the local area in which such group resides. The Franchisee agrees to fully comply with all applicable state, federal, and generally applicable local laws and regulations, or any other basis protected by law relating to non-discrimination in employment which, by this reference, are incorporated herein [see 47 U.S.C. § 554].

Nothing in this Section shall be construed to prohibit:

- i. The temporary reduction or waiving of rates and charges in conjunction with promotional campaigns;
- ii. The offering of reasonable discounts to senior citizens or discounts to economically disadvantaged citizens;
- iii. The establishment of different and nondiscriminatory rates and charges and classes of services for commercial Subscribers, as well as different, nondiscriminatory monthly rates for classes of commercial Subscribers;
- iv. The establishment of reduced bulk rates for residential Subscribers residing in multiple dwelling units ("MDUs"); or

- v. The right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Franchisee's employees or agents. It shall be the right of all persons to receive all available Services provided on the Cable System so long as such person's financial or other obligations to Franchisee are satisfied.
- (f) Subscribers shall continue to receive uninterrupted Cable Service from Franchisee provided their financial and other obligations to Franchisee are honored. Subject to Force Majeure, System maintenance, and/or program availability, Franchisee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted Service twenty-four hours a day.
- (g) The Franchisee shall maintain a local or toll-free telephone number available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the telephone access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.
- (h) The Franchisee shall not disconnect Cable Service for non-payment until at least-twenty (20) days after the due date of the bill for which Cable Service disconnection is contemplated. The twenty (20) day period shall include ten (10) days written notice to the delinquent Subscriber of the intent to disconnect, which may be provided as part of the bill statement. Franchisee may disconnect Cable Service at any time and without notice, if Franchisee determines in good faith that any Subscriber has tampered with or abused Franchisee's equipment or service, is engaged in theft of Cable Service, or has exhibited violent

or threatening behavior toward its employees.

## 5. Subscriber Privacy

(a) The Franchisee shall at all times be, and remain in compliance with, § 631 of the Cable Act [47 U.S.C. § 551], as the same may from time to time be amended, regarding the security of Subscriber privacy.

## 6. Reports by Franchisee to the PSC

- (a) During the term of the Franchise Agreement, the Franchisee shall maintain its financial records in accordance with generally accepted accounting principles ("GAAP"). Upon written request of the PSC Executive Director, Franchisee shall submit the following reports:
  - i. Complaint Report. Within thirty (30) days of a written request, Franchisee shall submit to the Commission a report showing the number of complaints, that required a work order and/or service call, originating from the Franchise Area and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the complaints, the dates the complaints were resolved and summary descriptions of the resolutions.
  - ii. Annual Financial Report. Within thirty (30) days of a written request, Franchisee shall submit to the PSC its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Franchisee's Chief Financial Officer in accordance with GAAP. Submission by Franchisee of the most recent U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Franchisee shall be deemed as satisfactory compliance with this Section.

- iii. Government Reports. Franchisee shall provide to the PSC, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Franchisee has submitted to any federal or state regulatory agencies if such documents relate specifically to Franchisee's Cable System within the Franchise Area. Franchisee shall provide copies of such documents no later than thirty (30) days after their written request. Franchisee may claim its confidentially rights for such documents if such documents have been determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in this Franchise Agreement (see below).
- (b) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Franchisee as proprietary or confidential in nature and furnished to the PSC or its designated representatives shall be treated as confidential by the PSC so long as it is permitted to do so under applicable law and only to disclose it to PSC employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Franchise Agreement, or the information shall not be disclosed upon agreement of the Commission.
  - i. Representatives and/or designees of the PSC may be requested to execute a non-disclosure agreement acceptable to Franchisee prior to Franchisee's provision of certain confidential information, provided such representatives are permitted to do so under applicable law.
  - ii. In the event a request is made by an individual or entity not an employee, agent or representative of the PSC acting in their official capacity for information related to the Franchise Agreement and marked by Franchisee as confidential and/or

proprietary, the PSC shall notify Franchisee of such request and Franchisee shall have the right to challenge any disclosure of information to the fullest extent possible under applicable law.

iii. Franchisee shall not be required to provide Subscriber information in violation of § 631 of the Cable Act, or information which is not relevant to regulation of the Franchise Agreement (e.g., employee files, tax returns, etc.).

#### 7. Performance Bond

The Franchisee shall file with the PSC a performance bond or other surety device acceptable to the PSC in the amount of Fifty Thousand Dollars (\$50,000), which shall be maintained for the duration of the term of this Franchise Agreement as security for the performance and discharge of all obligations of the Franchisee under this Franchise Agreement. Said bond with surety approved by the PSC, or letter of credit, or other irrevocable surety device running to the State of Delaware shall be conditioned upon faithful performance of all terms of this Franchise Agreement and the law, and shall specify that in the event the Franchisee fails to faithfully perform, or is in default under any of its obligations, then in such event and provided that Franchisee has been given notice of such default and an opportunity to cure of not less than thirty (30) days, the obligor shall make good or otherwise meet the obligations of this Franchise Agreement and the law up to the limit of the undertaking. The failure of the Franchisee to establish and maintain the full amount of either the performance bond, or other acceptable surety device, for the term of this Franchise Agreement shall constitute a material breach hereof.

## 8. Remedy for Breach; PSC Fees

(a) A material breach of this Franchise Agreement shall be grounds for the

institution of a proceeding by the PSC to consider the revocation of the Franchise Agreement, provided that the PSC has given the Franchisee written notice of the alleged material breach – via certified mail – return receipt requested -- and a reasonable opportunity to cure and, thereafter, the Franchisee fails to substantially cure said alleged material breach.<sup>3</sup>

- standard resulting in a Service interruption for a full uninterrupted thirty (30) day period after written notice and an opportunity to cure (with the exception of a Force Majeure situation, the declaration of such a situation being agreed to by both the PSC and the Franchisee), the Franchisee agrees that all fees to affected Subscribers will be reduced by at least ten percent (10%) until all performance standards are met. The PSC shall notify the Franchisee of the required reduction in writing thirty (30) days prior to the date the reduction shall begin. The PSC shall not be deemed to have waived its right to demand the Franchisee's compliance with any of the Franchise Agreement terms solely by its failure to demand compliance on one or more occasions. No waiver by the PSC of any breach by the Franchisee of any provision of this Franchise Agreement shall be construed as a continuing waiver of any subsequent breach or breaches of any provision or provisions, or as a waiver of the provision itself.
- (c) All fees and charges payable by the Franchisee to the PSC shall be limited to, and not exceed, the amount permissible under 26 *Del. C.* § 610 or § 622 of the Cable Act [47 U.S.C. § 542], whichever is less.

## 9. Line Extension Policy and Trenching Cable

<sup>&</sup>lt;sup>3</sup> For the purposes of this Section, a "Material Breach" is limited to the Franchisee's failure to meet the following obligations: System Construction and Technical standards specified in Section 3; Customer Service and Information Standards set forth in Section 4; Subscriber Privacy set forth in Section 5; Reports to the PSC set forth in Section 6; Extension of Cable Service in Section 9; PEG obligations as set forth in Section 10; or timely Franchise Fee payments.

- (a) The Franchisee shall provide Cable Service upon request to any new residential Subscribers within the Franchise Area where there are at least thirty-five (35) existing occupied residential dwellings per proposed cable plant mile as measured in strand footage from the nearest technically feasible point on the active Cable System distribution system from which a usable cable signal can be obtained; or where there are less than thirty-five (35) of the above, there are at least twenty-five (25) prospective customers per cable plant mile as measured in strand footage from the nearest technically feasible point on the active Cable System distribution system from which a usable cable signal can be obtained and who contractually agree to take Service for at least one (1) year.
- (b) In areas of lesser plant mile density, dwelling units situated beyond one hundred twenty-five (125) feet of the nearest technically feasible point on the active Cable System distribution system, or areas that require an underground installation, the Subscriber or Subscribers shall pay Franchisee's actual cost of installation from its main, active signal distribution system.

# 10. Public, Educational, and Governmental Access ("PEG")

- (a) The Franchisee shall continue to make available the non-commercial use of one (1) channel for PEG Access Programming on a system-wide basis. This PEG channel may be shared for PEG programming with PEG channels in other franchise areas operated by the Franchisee or in accordance with Section III, 10(d) herein below.
- (b) In order to develop and promote PEG access programming for the Cable System within the Franchise Area, the Franchisee agrees to provide upon written request from the Commission funding for PEG Access production equipment in the amount of ten thousand

dollars (\$10,000.00), to be used by the Franchisee for capital expense of the PEG channel.

- (c) Other than the PEG Access funding referenced in Section III 10(b), Franchisee shall not be required to provide technical or production staff, or provide, obtain or make available equipment or studio facilities for PEG Access channel programming.
- (d) Retransmission of PEG: The Commission hereby authorizes Franchisee to transmit PEG Channel programming within the Commission jurisdictional boundaries. Franchisee specifically reserves its right to make or change channel assignments in its sole discretion. If PEG Channels provided pursuant to this Article are not being utilized during the Term, Franchisee may utilize such PEG Channels, in its sole discretion, during the Term until such time as the PEG Channels are utilized.
- (e) Interconnection: Nothing in this Agreement prohibits Franchisee from interconnecting with cable operators in the Franchise Area to cablecast, on a live basis, PEG Channels subject to the provisions of this Section.
- (f) the Franchisee shall continue to make available a one-way Video Return Line from 87 Read's Way, New Castle, DE 19720 to its headend and/or hubsite for the purpose of providing origination of PEG Access programming.
- Video Return Line for the term of this Franchise Agreement, except for equipment not directly under its control or ownership. The demarcation point between the equipment owned operated and maintained by the Grantee shall be the input of the encoder or similar signal processing device owned, operated and maintained by the Franchisee.
  - (h) The Commission shall require all local producers and users of any of the PEG

facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the Commission from and against any and all liability or other injury, including, but not limited to, the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel.

(i) To the extent permitted by applicable federal law, Franchisee shall be allowed to recover the costs of the PEG Grant or any costs arising from the provision of PEG services.

## 11. Commitments by the Company

- a. Comcast will provide one outlet and basic cable service to the locations listed in "Exhibit B." If applicable law categorizes these services as franchise fees, Comcast may deduct the fair market value of this obligation from the franchise fee.
- b. Emergency Access System Capability. Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC.
- c. The provision of PEG services and the dedication of channels for commercial use shall be in accordance with the Cable Act as the same may, from time to time, be amended, and in accordance with the terms of any provisions of this franchise.

## 12. Reservation of Rights

Notwithstanding the foregoing, the Franchisee expressly reserves all and waives none of its rights guaranteed under both federal and Delaware constitutional, statutory and common law, and regulations applicable thereto.

## 13. Severability

If any section, subsection, sentence, clause, phrase, or any other portion of this Franchise Agreement is held invalid, unlawful, or unconstitutional by federal or state court or administrative agency of competent jurisdiction, including but not limited to the FCC, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the Franchise Agreement.

## 14. Entire Agreement

This Franchise and the exhibits hereto constitute the entire agreement between the Franchisee and the Commission, and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter thereof.

#### 15. Modification

This Franchise Agreement, and the terms and conditions herein, shall not be modified except by written instrument executed by both parties.

## 16. Change of Law

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Commission or Franchisee may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation.

The Commission and Franchisee shall amend this Agreement to comply with such change in statute or regulation.

### 17. Effective Date

The expiration date of this Franchise Agreement is March 31, 2035. The effective date shall be March 31, 2020.

# 18. No Third-Party Beneficiaries

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

## 19. FURTHER ORDERS

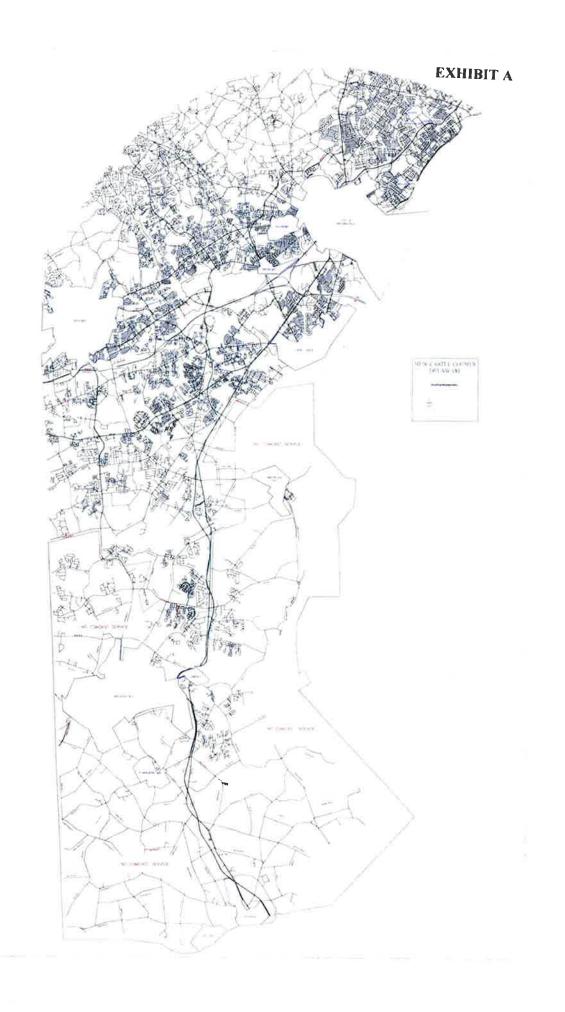
The PSC reserves the jurisdiction and authority to enter such further Orders in this matter as may be deemed necessary or proper.

THIS FRANCHISE IS ACCEPTED AND AGREED TO BY COMCAST OF NEW CASTLE COUNTY, LLC, D/B/A COMCAST CABLE.

THISDAY OF	, A.D., 2020
By: Name	
Γitle	

# EXHIBIT "A"

# A MAP OF THE CURRENT SERVICE AREA



## **EXHIBIT B**

- 1. 3 6 EMS RESCUE 2590 GLASGOW AVE BEAR, DE 19701-0000
- 2. MAY B. LEASURE ELEMENTARY SCHOOL 1011 CHURCH RD BEAR, DE, 19701-0000
- 3. FAIRWINDS CHRISTIAN SCHOOL 801 SEYMOUR RD BEAR, DE, 19701-1121
- 4. CHRISTIANA FIRE COMPANY 1714 PORTER RD BEAR, DE 19701-2110
- 5. BEAR LIBRARY 101 GOVERNORS PL BEAR, DE 19701-3096
- 6. OBERLE ELEMENTARY SCHOOL 500 CALEDONIA WAY BEAR, DE 19701-8300
- 7. ALBERT H. JONES SCHOOL 35 W MAIN ST NEWARK, DE 19702-1599
- 8. CHRISTIANA FIRE COMPANY 600 SALEM CHURCH RD NEWARK, DE 19702-2729
- 9. THURGOOD MARSHALL SCHOOL 101 BARRETT RUN DR NEWARK, DE 19702-2949

- 10. DE STATE POLICE TROOP 2 100 LAGRANGE AVE UNIT 2 NEWARK, DE 19702-3500
- 11. WILLIAM B. KEENE ELEMENTARY SCHOOL 200 LAGRANGE AVE NEWARK, DE 19702-3516
- 12. SALEM SENIOR HOUSING 885 SALEM CHURCH RD OFC NEWARK, DE 19702-4104
- 13. AETNA HOSE, HOOK & LADDER 2501 OLD COUNTY RD NEWARK, DE 19702-4703
- 14. HODGSON HIGH SCHOOL 2575 GLASGOW AVE NEWARK, DE 19702-4747
- 15. LEASRE ELEMENTARY SCHOOL 1015 CHURCH RD NEWARK, DE 19702-5101
- 16. CLAYMONT FIRE COMPANY 3223 PHILADELPHIA PIKE CLAYMONT, DE 19703-0000
- 17. CLAYMONT ELEMENTARY SCHOOL 3401 GREEN ST CLAYMONT, DE 19703-2065
- 18. MAPLE LANE ELEMATRY SCHOOL 100 MAPLE LN CLAYMONT, DE 19703-2474

- 19. CLAYMONT FIRE COMPANY 3223 PHILADELPHIA PIKE CLAYMONT, DE 19703-3101
- 20. HOCKESSIN FIRE COMPANY 1225 OL LANCSTR PIKE HOCKESSIN, DE 19707-0000
- 21. WILLIAM COOKE JR ELEMTARY SCHOOL 2025 GRAVES RD OFC 1 HOCKESSIN, DE 19707-9128
- 22. HOCKESSIN PARKS & REC 7259 LANCASTER PIKE HOCKESSIN, DE 19707-9271
- 23. WILMINGTON CHRISTIAN SCHOOL 825 LOVEVILLE RD HOCKESSIN, DE 19707-9508
- 24. MACLARY ELEMENTARY SCHOOL ST REGIS DR NEWARK, DE 19711-0000
- 25. DELAWARE AUTISTIC SCHOOL 9 JOHNSTON DR NEWARK, DE 19711-2510
- 26. AETNA FIRE COMPANY 410 OGLETOWN RD NEWARK, DE 19711-5402
- 27. MEDILL SCHOOL 1532 CAPITOL TRL NEWARK, DE 19711-5716
- 28. MEADOWOOD SCHOOL 55 S MEADOWOOD DR APT A NEWARK, DE 19711-6755

- 29. ETTA WILSON ELEMENTARY SCHOOL 14 FORGE RD NEWARK, DE 19711-7619
- 30. NEW CASTLE CITY 202 DURHAM DR NEWARK, DE 19713-0000
- 31. BROOKSIDE ELEMENTARY SCHOOL 800 MARROWS RD NEWARK, DE 19713-1511
- 32. DELAWARE AUTISM COMMUNITY CENTER 5 JOHNSON RD NEWARK, DE 19713-1808
- 33. DELAWARE SCHOOL FOR THE DEAF
  630 E CHESTNUT HILL RD
  NEWARK, DE 19713-1828
- 34. GAUGER-COBBS SCHOOL 50 GENDER RD NEWARK, DE 19713-2868
- 35. SALEM VILLAGE APARTMENTS
  611 OAKDALE RD
  APT C
  NEWARK, DE 19713-2921
- 36. CHRISTIANA HIGH SCHOOL 200 SALEM CHURCH RD NEWARK, DE 19713-2964
- 37. GALLAHER ELEMENTARY SCHOOL 800 N BROWNLEAF RD NEWARK, DE 19713-3317

- 38. SMITH ELEMENTARY SCHOOL 100 BRENNEN DR NEWARK, DE 19713-3906
- 39. KIRK MIDDLE SCHOOL 140 BRENNEN DR NEWARK, DE 19713-3906
- 40. BRENNEN MCVEY SCHOOL 30 GLYN DR NEWARK, DE 19713-4036
- 41. J MCVEY ELEMENTARY SCHOOL 908 JANICE DR NEWARK, DE 19713-4040
- 42. TERRY'S CHILDREN
  PSYCHIATRIC CENTER
  10 CENTRAL AVE
  NEW CASTLE, DE 19720-1152
- 43. POLICE ATHLETIC LEAGE OF DELAWARE 26 KARLYN DR NEW CASTLE, DE 19720-1235
- 44. MCCULLOUGH SCHOOL 20 CHASE AVE NEW CASTLE, DE 19720-1236
- 45. MINQUADALE FIRE COMPANY
  129 E HAZELDELL AVE
  NEW CASTLE, DE 19720-1346
- 46. NEW CASTLE CITY
  PARAMEDICS
  207 OLD CHURCHMANS RD
  NEW CASTLE, DE 19720-1517

- 47. NEW CASTLE COUNTY
  MUNICIPAL BUILDING
  87 READS WAY
  NEW CASTLE, DE 19720-1648
- 48. EISENBURG ELEMENTARY SCHOOL 27 LANDERS LN APT B NEW CASTLE, DE 19720-2022
- 49. OLWYCH SCHOOL 27 LANDERS LN APT A NEW CASTLE, DE 19720-2022
- 50. ROUTE 9 LIBRARY 3022 NEW CASTLE AVE NEW CASTLE, DE 19720-2244
- 51. OUR LADY OF FATIMA SCHOOL 801 N DUPONT HWY NEW CASTLE, DE 19720-2544
- 52. OUR LADY OF FATIMA SCHOOL 801 N DUPONT HWY APT 2 NEW CASTLE, DE 19720-2544
- 53. NEW CASTLE COUNTY 100 CHURCHMANS RD NEW CASTLE, DE 19720-3108
- 54. NEW CASTLE COUNTY 100 CHURCHMANS RD APT GARG NEW CASTLE, DE 19720-3108

- 56. DELAWARE EMS RESCUE 151 N DUPONT HWY BSMT NEW CASTLE, DE 19720-3136
- 57. WILMINGTON MANOR 200 E ROOSEVELT AVE NEW CASTLE, DE 19720-3316
- 58. CASTLE HILL ELEMENTARY SCHOOL 502 MOORES LN NEW CASTLE, DE 19720-3469
- 59. CHELTEN APARTMENTS
  COMMUNITY CENTER
  431 OLD FORGE RD
  OFC
  NEW CASTLE, DE 19720-3765
- 60. THE WALLIN SCHOOL 701 E BASIN RD NEW CASTLE, DE 19720-4201
- 61. WILLIAM PENN HIGH SCHOOL 713 E BASIN RD NEW CASTLE, DE 19720-4201
- 62. GEORGE READ MIDDLE SCHOOL 314 E BASIN RD NEW CASTLE, DE 19720-4214
- 63. HOLLOWAY FIRE COMPANY 700 WEST AVE NEW CASTLE, DE 19720-6200
- 64. NEW CASTLE COUNTY POLICE
  DEPARTMENT
  3601 N DUPONT HWY
  REAR
  NEW CASTLE, DE 19720-6315

- 65. NEW CASTLE COUNTY POLICE DEPARTMENT 3601 N DUPONT HWY NEW CASTLE, DE 19720-6315
- 66. CHARLES W. BUSH SCHOOL 101 WHITBY RD WILMINGTON, DE 19803-0000
- 67. PILOT SCHOOL 100 GARDEN OF EDEN RD WILMINGTON, DE 19803-1504
- 68. TALLEY FIRE COMPANY 3919 CONCORD PIKE WILMINGTON, DE 19803-1715
- 69. BRANDYWINE HIGH 1400 FOULK RD WILMINGTON, DE 19803-2728
- 70. BRANDYWINE LIBRARY 1300 FOULK RD WILMINGTON, DE 19803-2752
- 71. CLAREMONT SCHOOL 1501 MARSH RD WILMINGTON, DE 19803-3546
- 72. LOMBARDY ELEMENTARY SCHOOL 412 FOULK RD WILMINGTON, DE 19803-3803
- 73. ST. ALBANS EPISCOPAL CHURCH 913 WILSON RD WILMINGTON, DE 19803-4012
- 74. DELAWARE MILITARY ACADEMY 112 MIDDLEBORO RD WILMINGTON, DE 19804-1621

- 75. RICHARDSON PARK LEARNING CENTER 99 MIDDLEBORO RD WILMINGTON, DE 19804-1643
- 76. RICHARDSON PARK
  ELEMENTARY SCHOOL
  16 IDELLA AVE
  APT A
  WILMINGTON, DE 19804-1661
- 77. CONRAD HIGH SCHOOL 201 JACKSON AVE WILMINGTON, DE 19804-2125
- 78. RICHEY ELEMENTARY SCHOOL 105 E HIGHLAND AVE WILMINGTON, DE 19804-2708
- 79. BELVEDER FIRE COMPANY 1000 LIBERTY RD BLDG TV WILMINGTON, DE 19804-2814
- 80. STANTON MIDDLE SCHOOL 1800 LIMESTONE RD WILMINGTON, DE 19804-4108
- 81. POSITIVE LEARNING SCHOOL 1621 TELEGRAPH RD WILMINGTON, DE 19804-4113
- 82. NEW CASTLE CITY DETENTION
  CENTER
  963 CENTRE RD
  WILMINGTON, DE 19805-0000
- 83. SNOWDEN COTTAGE SCHOOL 1825 FAULKLAND RD APT 7 WILMINGTON, DE 19805-1121

- 84. FERRIS SCHOOL 1825 FAULKLAND RD BLDG 18 WILMINGTON, DE 19805-1121
- 85. FERRIS YOUTH REHAB CENTER 1825 FAULKLAND RD APT C WILMINGTON, DE 19805-1121
- 86. TATNALL SCHOOL 1501 BARLEY MILL RD WILMINGTON, DE 19807-2231
- 87. ALEXIS DUPONT HIGH SCHOOL 50 HILLSIDE RD WILMINGTON, DE 19807-2263
- 88. AI DUPONT MIDDLE SCHOOL 3130 KENNETT PIKE WILMINGTON, DE 19807-3052
- 89. WILMINGTON CHARTER SCHOOL 100 N DUPONT RD WILMINGTON, DE 19807-3106
- 90. MILLCREEK FIRE COMPANY 4021 SKYLINE DR WILMINGTON, DE 19808-0000
- 91. THOMAS MCKEAN HIGH SCHOOL 301 MCKENNANS CH RD WILMINGTON, DE 19808-0000
- 92. HERITAGE ELEMENTARY SCHOOL 2815 HIGHLAND LN WILMINGTON, DE 19808-0000

- 94. LONDON HILL ELEMETARY SCHOOL 3415 SKYLINE DR WILMINGTON, DE 19808-1701
- 95. ST. JOHN SCHOOL 905 MILLTOWN RD WILMINGTON, DE 19808-2232
- 96. BRANDYWINE SPRINGS SCHOOL 2916 DUNCAN RD WILMINGTON, DE 19808-2319
- 97. SKYLINE MIDDLE SCHOOL 2900 SKYLINE DR WILMINGTON, DE 19808-2812
- 98. ST. MARKS HIGH SCHOOL 2501 PIKE CREEK RD WILMINGTON, DE 19808-3660
- 99. JOHN DICKINSON HIGH SCHOOL 1801 MILLTOWN RD WILMINGTON, DE 19808-4011
- 100. MARBROOK ELEMENTARY SCHOOL 2101 CENTERVILLE RD WILMINGTON, DE 19808-4720
- 101. KIRKWOOD PUBLIC LIBRARY 6000 KIRKWOOD HWY WILMINGTON, DE 19808-4817
- 102. MILLCREEK FIRE COMPANY 3808 KIRKWOOD HWY WILMINGTON, DE 19808-5108

- 103. MILLCREEK FIRE COMPANY 3900 KIRKWOOD HWY OFC 1 WILMINGTON, DE 19808-5110
- 104. JAMES GROVES HIGH SCHOOL 1703 SCHOOL LN WILMINGTON, DE 19808-6030
- 105. CRANSTON HEIGHTS FIRE COMPANY 3306 KIRKWOOD HWY WILMINGTON, DE 19808-6132
- 106. MT. PLEASANT HIGH SCHOOL 5201 WASHINGTON ST WILMINGTON, DE 19809-0000
- 107. BRANDYWINE SCHOOL
  DISTRICT
  500 DUNCAN RD
  WILMINGTON, DE 19809-2369
- 108. CONCORD HIGH SCHOOL 2501 EBRIGHT RD WILMINGTON, DE 19810-1125
- 109. CONCORD CHRISTIAN
  SCHOOL
  2510 MARSH RD
  WILMINGTON, DE 19810-1641}
- 110. TALLEY MIDDLE SCHOOL 1110 CYPRESS RD WILMINGTON, DE 19810-1908
- 111. BRANDYWINE SCHOOL 2115 ANSON RD WILMINGTON, DE 19810-2301

- 112. CHILDREN'S HOUSE MONTESSORI SCHOOL 2848 GRUBB RD WILMINGTON, DE 19810-2353
- 113. CLAYMONT FIRE COMPANY 1610 NAAMANS RD BLDG TV WILMINGTON, DE 19810-3021
- 114. FORWOOD ELEMENTARY SCHOOL 1900 WESTMINSTER DR WILMINGTON, DE 19810-3926
- 115. ST. EDMONDS ACADEMY SCHOOL 2120 VEALE RD WILMINGTON, DE 19810-4133